4Paws Pet Insurance

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Standard Policy Terms and Conditions

YOU MUST READ THIS POLICY DOCUMENT AND THE CERTIFICATE OF INSURANCE WHICH FORM AN INTEGRAL PART OF THE POLICY

4Paws Pet Insurance is a trading style of NCI Insurance Services Limited. 4Paws Pet Insurance policies are sold and administered by NCI Insurance Services Limited. Registered In England No 4741145. Registered Office: 4th Floor Clarendon House, Victoria Avenue, Harrogate, North Yorkshire HG1 1JD. NCI Insurance Services Limited is an Appointed Representative of NCI Vehicle Rescue plc, which is authorised and regulated by the Financial Conduct Authority (Firm Reference 307654).

This insurance policy is underwritten by Cranbrook Underwriting Ltd for and on behalf of QIC Europe Limited, reference number B087514C0DD5001, The Hedge Business Centre, Triq ir-Rampa ta San Giljan, St. Julian's, STJ1062, Malta. QIC Europe Ltd are authorised and regulated by the Malta Financial Services Authority registered number C67694.

These are the Terms and Conditions of **your** NCI Pet Insurance policy. **We**, QIC Europe Limited, underwrite this policy and these Terms and Conditions give **you** details of what is covered, what is not covered and the limits and conditions that apply.

This policy is a contract between you and us.

The following elements form the contract of insurance between you and us. Please read them and keep them safe:

- The policy Terms and Conditions.
- Your Certificate of Insurance and statement of fact.
- The information contained in the 'Important Information' document which we
 provide to you when you take out or renew your policy.
- Any changes to this insurance policy contained in notices issued by us at renewal.

In return for **you** paying **your** premium, **we** will provide the cover shown on **your** Certificate of Insurance, subject to these Terms and Conditions.

Please refer to **your** Certificate of Insurance to confirm which sections of cover apply to **your pet**.

Please read Section C for General conditions which apply to the whole policy.

Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, and renew your policy. Please read any assumptions carefully and confirm if they apply to your circumstances.

Please tell **us** immediately if any of the information provided by **you** changes after **you** purchase **your** policy, or if there are any changes to the information set out in **your** Certificate of Insurance at **your** renewal. **You** must also tell **us** immediately if any of the following changes take place:

- You change address.
- You change your bank details (if you pay monthly premiums).
- You move abroad permanently.
- You are going to be temporarily resident outside the UK for more than 6
 months during the period of insurance.
- Your pet is used for security, guarding, track racing or coursing.
- Your pet is neutered or spayed.
- Your pet is micro chipped.
- Any changes in the health of your pet, regardless of whether or not you have made a claim on this policy.
- You sell your pet or transfer ownership of your pet to another person.
- Your pet is diagnosed with a behavioural illness.
- Your pet dies.

If you are in any doubt, please contact us.

When **we** are notified of a change, **we** will tell **you** if this affects **your** insurance, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy. If **you** do not inform **us** about a change it may affect any claim **you** make.

If the information provided by you is not complete and accurate we may:-

- Revise the premium; and/or
- Cancel your policy; and/or
- Refuse to pay a claim; and/or
- Exclude cover for a pre-existing condition.

Each renewal invitation is offered using the information **we** have at the time it was issued. **We** may revise or withdraw it if, before the date **your** renewal takes effect, any event occurs that gives rise to a claim, even if **we** are notified after **your** renewal date.

We recommend that you keep a record (including copies of letters) of all information supplied to us for future reference.

Your cancellation rights

You have a statutory right to cancel **your** policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive **your** policy or renewal documentation, whichever is the later.

If you wish to cancel during this 14 day period, you will be entitled to a full refund of the premium paid, providing you have not made a claim. If you have made a claim, you will not be entitled to a refund of the premium paid, in respect of the cancelled cover.

To cancel, please contact 01423 535 040 or write to 4PawsI at the following address:

4Paws Pet Insurance, 4th Floor, Clarendon House, Victoria Avenue, Harrogate, HG1 1JD

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

For **your** cancellation rights outside the statutory cooling-off period, please refer to the 'Cancelling this policy' section of this policy booklet.

In the event of a claim:

To make a claim you may either:

- Telephone 01423 535 040 or email petclaims@4Paws.co.uk and request a claim form to be sent to you; or
- Download a claim form from the website at: www.ncipetinsurance.com/pet/how-to-claim

You can send this in writing to: The Claims Department, NCI Pet Insurance, 4th Floor, Clarendon House, Victoria Avenue, Harrogate, HG1 1JD.

Unless you are claiming for veterinary fees, you must let us know of any circumstances which are likely to lead to a claim. The claim form must be completed fully and truthfully and returned with documentation, evidence or other information that we may reasonably require in order to assess your claim.

Please ensure **you** follow the procedures set out in the relevant section under which **you** are claiming. Please make sure **your** claim form is fully completed by **you** and if **you** are claiming for **veterinary fees**, **your vet**, as any incomplete claim forms will be returned to **you**.

Complaints

If you wish to complain about the service we have provided please contact us as shown in Section E. We will take steps to remedy the position, or where you remain dissatisfied details of the procedure to follow will be provided as detailed below in Section E.

Regulatory Status

The insurer of your policy is Cranbrook Underwriting Ltd for and on behalf of QIC Europe Limited, reference number B087514C0DD5001, The Hedge Business Centre, Triq ir-Rampa ta San Giljan, St. Julian's, STJ1062, Malta. QIC Europe Ltd are authorised and regulated by the Malta Financial Services Authority registered number C67694**You** may check this information and obtain further information about how the Financial Conduct Authority protects **you** by visiting www.fca.org.uk or by contacting them on 0800 111 6768.

Telephone recording and call charges

Calls to 01- and 03- prefixed numbers are charged at national call rates (charges may vary dependent on **your** network provider) and are usually included in inclusive minute plans from landlines and mobiles.

For **our** joint protection telephone calls may be recorded and/or monitored.

Our Customer Services lines are open from 9am to 8pm Monday to Friday and 9am to 5pm on Saturdays (excluding public and bank holidays).

Our Pet Claims line is open from 8am to 6pm Monday to Friday and 10am to 6pm on Saturdays (excluding public and bank holidays).

(The Pet Emergency line is open 24/7, 365 days a year).

SECTION A:

THE MEANING OF WORDS IN THIS POLICY

If **we** explain what a word means, that word has the same meaning wherever it appears in these Terms and Conditions.

1. 12 months:

365 days calculated from the treatment date.

2. Administrator:

Davies Managed Systems (DMS) is the **administrator** for Section 3 – Third Party Liability claims for this insurance policy and can be contacted to assist **you** on **your** queries by telephoning 0344 856 3838.

3. Behavioural illness:

Any change(s) to **your pet**'s normal behaviour that is caused by a mental or emotional disorder, **illness** or disease, but not **injury** which could not have been prevented by training.

4. Clinical sign(s)

A change in your pet's normal healthy state, its bodily functions or behaviour.

5. Elective treatment or diagnostics:

Any **treatment** or diagnostics **you** request, which the **vet** confirms is not necessary.

6. Excess:

The amount shown on **your** Certificate of Insurance. This is the first part of each unrelated claim and the amount **you** have to pay.

For veterinary fees, this will either be:

- a) A fixed amount only. The fixed amount is the amount that you have to pay towards each illness or injury that is not related to any other illness or injury. This amount will be deducted from the first claim(s) for that illness or injury.
- b) A fixed amount and a percentage amount if your pet is 10 years old or over (7 years old or over for select breeds). The fixed amount will be deducted as explained in a) above. In addition, you must also pay a percentage of all treatment costs. The percentage is shown on your Certificate of Insurance. This will be deducted from all claims submitted and will be calculated on the amount left after the fixed amount has been deducted.

7. Family:

Your husband, wife, civil partner, life partner, parents, grandparents, brothers, sisters, sons, daughters, grandsons and granddaughters.

8. Illness:

Any change(s) to a normal healthy state, sickness, disease, defects and abnormalities, including defects and abnormalities **your pet** was born with or were passed on by its parents.

9. Illness which starts in the first 14 days of cover:

- a) An illness that showed clinical signs in the first 14 days of your pet's first policy year, or
- An illness which is the same as, or has the same diagnosis or clinical signs as an illness that showed clinical signs in the first 14 days of your pet's first policy year, or
- c) An illness that is caused by, relates to, or results from, a clinical sign that was noticed, or an illness that showed clinical signs in the first 14 days of your pet's first policy year. No matter where the illness or clinical signs are noticed or happen in, or on, your pet's body.

10. Incident(s)

A specifically identifiable accident, **injury** or **illness**. Recurring and/or chronic incidents shall be considered as one loss and/or condition. Such incidents being defined as:

- clinical manifestations resulting in the same diagnosis (regardless of the number of incidents or areas of the body affected) to which your pet has an ongoing predisposition or susceptibility or injury related in any way to the original claim; or
- Incidents which are incurable and likely to continue for the remainder of your pet's life.

11. Injury:

Physical damage or trauma caused immediately by an accident. Not any physical damage or trauma that happens over a period of time.

12. Maximum benefit:

The most **we** will pay as shown on the Certificate of Insurance for each section of cover. Once this limit has been reached, there will be no further coverage in respect of **veterinary fees** relating to the **injury** or **illness**.

13. Policy year:

The time during which **we** give cover as shown on **your** Certificate of Insurance.

14. Pre-existing condition:

- a) An **injury** that happened or an **illness** that first showed clinical signs before **your pet**'s cover started, or
- An injury or illness that is the same as, or has the same diagnosis or clinical signs as an injury, illness or clinical signs your pet had before its cover started, or
- c) An injury or illness that is caused by, relates to, or results from an injury, incident, illness or clinical signs your pet had before its cover started. No matter where the injury, illness or clinical signs are noticed or happen in, or on, your pet's body. This is in addition to any exclusion(s) stated on your Certificate of Insurance.

15. Select breeds:

All Mastiff breeds, Beauceron, Bernese Mountain Dog, Bulldog, Deerhound, Dogue de Bordeaux, Estrela Mountain Dog, Great Dane, Irish Wolfhound, Leonberger, Newfoundland, Old English Sheep Dog, Pyrenean Mountain Dog, Rottweiler, Shar Pei and St Bernard

16. Treatment:

Any examination, consultation, advice, tests, x-rays, medication, surgery, hospitalisation, nursing and care provided by a veterinary practice.

17. Treatment date:

The date that **your pet** first received **treatment** for the **illness** or **injury** being claimed.

18. Physiotherapist:

A member of the following organisations and specified on **our** list of approved specialists:

- Association of Chartered Physiotherapists in Animal Therapy
- International Association of Animal Therapists (UK)
- National Association of Veterinary Physiotherapists

19. UK:

The United Kingdom, the Isle of Man and the Channel Islands.

20. Vet:

Registered Veterinary surgeon.

21. Veterinary fees:

The cost or expense of any **treatment** or amount vets in general or referral practices usually charge.

22. Veterinary treatment:

The cost of the following when required to treat an **illness** or **injury**:

- a) Any examination, consultation, advice, test, x-ray, surgery and nursing carried out by a vet, a veterinary nurse or another member of the veterinary practice under the supervision of a vet, and
- b) Any medication legally prescribed by a vet. This includes physiotherapy (not including hydrotherapy) carried out by a veterinary practice or a physiotherapist. This includes physiotherapy and treatment of a behavioural illness providing it is carried out by a veterinary practice.

23. We, us, our, insurer:

The insurer of your policy is Cranbrook Underwriting Ltd for and on behalf of QIC Europe Limited, reference number B087514C0DD5001, The Hedge Business Centre, Triq ir-Rampa ta San Giljan, St. Julian's, STJ1062, Malta. QIC Europe Ltd are authorised and regulated by the Malta Financial Services Authority registered number C67694

24. You, your, the policyholder:

The person named on the Certificate of Insurance.

25. Your pet:

The dog or cat named on the Certificate of Insurance.

SECTION B:

INSURED EVENTS WE WILL COVER

This insurance provides the cover set out in the sections below.

Section 1A - Veterinary fees

Cover under this section applies in the UK only.

What we will pay

The cost of **veterinary fees** for the **veterinary treatment your pet** has received to treat an **illness** or **injury**.

Each incident is covered for:

- 12 months. or
- Until maximum benefit is reached, whichever happens first, as long as you
 continue to pay the premium when due.

Cover for any ongoing incident will continue into a new **policy year** providing **you** renew **your** policy and continue to pay the premiums due.

What you pay

The excess shown on your Certificate of Insurance

What we will not pay

- 1. More than the maximum benefit for an incident.
- 2. The cost of any treatment for a pre-existing condition.
- The cost of any treatment for an illness which starts in the first 14 days of cover and the cost of any treatment as a result of an accident or injury in the first 24 hours of cover.
- The cost of any treatment your pet receives more than 12 months after the treatment date.
- 5. The cost of any treatment, injury or illness, if the clinical signs are the same as the clinical signs of an injury or illness where we have already paid the cost of treatment for 12 months or the maximum benefit has been reached.
- The cost of any medicines or materials prescribed or supplied to be used more than 12 months after the treatment date.
- 7. The cost of any treatment to prevent injury or illness.
- The cost of any elective treatment or diagnostics including any complications that arise.
- The cost of killing and controlling fleas and the cost of improving general health.
- 10. The cost of any food, (including food prescribed by a **vet**) unless it is:
 - Used to dissolve existing bladder stones and crystals in urine, which is limited to a maximum of 40% of the cost of food for up to 6 months.
 - b) Liquid food, used for up to 5 days while your pet is hospitalised at a veterinary practice, providing the vet confirms the use of the liquid food is essential to keep your pet alive.
- 11. The cost of pheromone products, including DAP diffusers and Feliway, unless used as part of a structured behaviour modification programme, and the limited to a maximum period of 6 months.
- 12. The cost of any vaccination, other than the cost of treating any complications that arise from this procedure.
- 13. The cost of any **treatment** in connection with false pregnancy if **your pet** has received **veterinary treatment** for more than 2 episodes of false pregnancy.
- The cost of any treatment in connection with breeding, pregnancy and giving birth.
- 15. The cost of spaying (including spaying following a false pregnancy) or
 - The procedure is carried out when your pet is suffering from an illness or injury and is essential to treat the illness or injury, or
 - The costs claimed are for the **treatment** of complications arising from this procedure.
- 16. The cost of any treatment in connection with a retained testicle(s) if your pet was over the age of 16 weeks when cover started.
- The cost of treating any injury or illness deliberately caused by you or anyone living with you.
- 18. The costs of having your pet:
 - a) Put to sleep, including any veterinary consultations/visits or prescribed medications specifically needed to carry out the procedure, or
 - b) Cremated, buried or disposed of.
- 19. The cost of a house call unless the vet or physiotherapist confirms that moving your pet would further damage its health, regardless of your personal circumstances.
- Extra costs for treating your pet outside usual surgery hours, unless the vet, physiotherapist or behaviourist confirms an emergency consultation is essential, regardless of your personal circumstances.
- 21. The cost of hospitalisation and any associated veterinary treatment, unless the vet or physiotherapist confirms your pet must be hospitalised for essential veterinary treatment, regardless of your personal circumstances.

- Costs resulting from an injury or illness specified as excluded on your Certificate of Insurance or generally not covered within these Terms and Conditions.
- 23. The cost of surgical items that can be used more than once.
- 24. The cost of physiotherapy and **treatment** for a **behavioural illness**, unless this is carried out by a registered veterinary practice.
- 25. The cost of hydrotherapy, acupuncture, homeopathy, chiropractic manipulation, osteopathy or any other complementary or alternative treatment. This includes any veterinary treatment specifically needed to carry out the particular complementary or alternative treatment.
- The cost of buying or hiring equipment or machinery or any form of housing, including cages.
- 27. The cost of bathing, grooming or de-matting your pet unless:
 - a) You have taken all reasonable steps to maintain your pet's health, and
 - A vet confirms veterinary expertise is needed and therefore only a vet or a member of a veterinary practice can carry out these activities, regardless of your personal circumstances.
- 28. The cost of any treatment received outside the UK.
- The cost of treating an illness that your pet contracted while outside the UK
 that it would not normally have contracted in the UK.
- The cost of dental treatment unless your pet had a dental examination carried out by a vet in the 12 months before the clinical signs of the injury or illness were first noted.
- 31. The cost of a post-mortem examination.
- 32. The cost of transplant surgery, including any pre-operative and post-operative
- 33. The cost of any prosthesis, including any veterinary treatment needed to fit the prosthesis, other than the cost of hip and/or elbow replacement(s).

Special conditions that apply to this section

- The maximum amount we will pay for the cost of treatment of each illness and injury is the maximum benefit that applies on the treatment date.
- The period of 12 months and the maximum benefit will always start or be calculated from:
 - a) The treatment date, or
 - b) The date an illness with the same diagnosis or clinical signs was first noticed; no matter how many times the same injury, illness or clinical signs are noticed or happen in or on, any part of your pet's body. Cover for any ongoing incident will continue into a new policy year providing you renew your policy and continue to pay the premiums due.
- 3. If a number of injuries, illnesses or clinical signs are:
 - a) Diagnosed as one injury or illness, or
 - b) Caused by, relate to, or result from, another injury, illness, or clinical sign; one period of 12 months or one maximum benefit will apply to the treatment received for all the injuries, illnesses or clinical signs. In this case the period of 12 months and the maximum benefit will start or be calculated from the first date in the policy year:
 - i Any of the clinical signs or any of the illnesses were noticed, or
 - ii Any of the injuries happened.
- 4. After we have paid the cost of treatment for 12 months or the maximum benefit for an illness, injury or clinical sign(s), we will not pay the cost of any more treatment for:
 - a) The same illness or injury,
 - b) The same clinical sign(s),
 - c) An **illness** or **injury** with the same diagnosis or **clinical sign(s)** as the **illness** or **clinical sign(s)** we have paid the limit for, or
 - d) An injury or illness that is caused by, relates to, or results from, an injury, illness or clinical sign that we have paid the limit for, no matter where the injury, illness or clinical sign(s) are noticed or happen in, or on, your pet's body.
- 5. If we agree for a claim settlement to be paid directly to your vet and you allow this, then if the vet, who has treated your pet or is about to treat your pet, asks for information about your insurance that relates to a claim, we will tell the vet what the insurance covers, what we will not pay for, how the amount we pay is calculated and if the premiums are paid to date.
- If we receive a request to pay the claim settlement direct to a veterinary practice, we reserve the right to decline this request.
- 7. If the veterinary fees you are charged are higher than the fees usually charged by a general or referral practice, we reserve the right to request a second opinion from a vet that we choose. If the vet we choose does not agree with the veterinary fees charged we may decide to pay only the veterinary fees usually charged by a general or referral practice in a similar area.
- 8. If we consider the veterinary treatment your pet receives may not be required or may be excessive when compared with the treatment that is normally recommended to treat the same illness or injury by general or referral practices, we reserve the right to request a second opinion from a vet that we choose. If the vet we choose does not agree with the veterinary treatment provided we may decide to pay only the cost of the veterinary treatment that was necessary to treat the injury or illness, as advised by the vet from whom we have requested the second opinion.

- We may refer your pet's case history to another vet in your local area that we choose and pay for. If we request that you do so, you must arrange for your pet to be examined by this vet.
- 10. If you decide to take your pet to a different vet for a second opinion because you are unhappy with the diagnosis or treatment provided, you must tell us before you arrange an appointment with the new vet. If you do not, we will not pay any costs relating to the second opinion. If we request, you must use a vet we choose. If we decide the diagnosis or treatment currently being provided is correct, we will not cover any costs relating to the second opinion.
- 11. It is your responsibility to ensure the veterinary practice is paid within the required time frame. If an additional charge is added to the cost of treatment due to the late payment of fees, we will deduct this charge from the claim settlement.
- 12. If the veterinary practice provides a discount for paying the cost of **treatment** within a certain time frame, **you** must provide payment within this time frame. If **you** do not, **we** will deduct the discount, which would have been provided, from the claim settlement.

How to claim

Before your pet is treated, you must make sure that the vet is prepared to fill in our claim form and provide invoices. You must fill in a claim form and ask your vet to fill in their part.

Please send us:

- 1. Your completed claim form, and
- 2. The invoices showing the costs involved.

We will not pay for the cost of this information or the cost of the **vet** completing the claim form.

When to claim

It is important that **you** register **your** claim as soon as possible after the **treatment** date.

Section 2 - Third Party Liability

Davies Managed Systems (DMS) is the **administrator** for this section of this insurance policy.

Cover under this section applies in the UK only.

What we will pay

We will indemnify you against all sums which you become legally liable to pay as damages and claimants costs and expenses arising out of accidental bodily injury (fatal or non-fatal) or accidental damage to property not owned by you or in your custody or control caused by your dog within the territorial limits. Our maximum benefit in respect of all indemnity payable under this section in respect of, or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed the maximum benefit as shown on your certificate of insurance.

What we will not pay

- The excess which is £250 per incident.
- Liability assumed by you under any agreement which imposes a liability on you which you would not be under in the absence of such an agreement.
- Liability arising as a result of any deliberate act, wilful default or neglect by you or members of your family.
- Liability arising as a result of any person handling your dog without your consent.
- The cost of fines, penalties and punitive, exemplary, aggravated, liquidated and multiple damages.
- Any claim or other proceedings against you or your family lodged in a court
 of law outside the United Kingdom.
- Loss or damage to property in the ownership, custody or control of you or members of your family or household or any person employed by members of your household.
- Bodily injury to you or a member of your family or persons permanently residing with you.
- Bodily injury to any person who is under a contract of service or apprenticeship with you when such bodily injury arises out of and in the course of employment by you.
- Liability insured under any other insurance policy that covers the same loss, such as your Household insurance policy, that covers the same loss, unless such insurance cover has been exhausted.
- Any claim arising from loss or destruction of, or damage to, any property, or bodily **injury** to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident, which occurs in its entirety at a specific time and place during the **policy year** provided that:

- All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- Our liability for all damages and claimants costs and expenses payable in respect of all pollution or contamination which is deemed to have occurred during the policy year shall not exceed in the aggregate the maximum benefit stated in your certificate of insurance.
- Liability arising at your work place.
- Any claim resulting from an incident outside the UK.

Special conditions that apply to this section

- You shall not admit or accept liability, negotiate or make any payment or promise of payment without our written consent.
- You are required to provide us with all the information that we may reasonably require.
- We will have the sole conduct and control of any claim and legal proceeding relating thereto including the right to prosecute in the name of the insured but for our benefit for any claim, damages or liability

How to Claim:

Please contact Davies Managed Systems by phone on 0344 856 3838, as soon as **you** are made aware of a potential claim.

SECTION C:

GENERAL CONDITIONS WHICH APPLY TO THE WHOLE POLICY

The following conditions apply to the whole policy cover in addition to all the conditions specified under each relevant Section of cover.

- If treatment for any incident is ongoing at the renewal date, cover for that incident will continue into the new policy year providing you renew the policy and continue to pay the premium when due.
- In the event that you choose not to renew your pet insurance policy, all
 cover and benefits will cease on the date your policy lapsed and no claim
 will be paid in respect of treatment after this date.
- Throughout the policy year you must take all reasonable steps to maintain your pet's health and to prevent injury, illness and loss.
- 4. You must arrange and pay for your pet to have a yearly dental examination and any treatment normally recommended by a vet to prevent illness or injury. Any treatment recommended as a result of the dental examination must be carried out as soon as possible.
- 5. You must keep your pet vaccinated against the following: Dogs Distemper, hepatitis, leptospirosis, parainfluenza and parvovirus. Cats Feline infectious enteritis, feline leukaemia and cat flu. If you do not keep your pet vaccinated, we will not pay any claims that result from any of the above illnesses.
- 6. You must arrange for a vet to examine and treat your pet as soon as possible after it shows clinical signs of an injury or an illness, and follow any advice they give. If you do not follow the vet's advice we will not pay any claims relating to that injury or illness.
- 7. You and your pet must live in UK.
- 8. In order for us to be able to assess your claim, we reserve the right to request additional relevant information or records from your current or any other vet that has treated your pet. We will only ask for information which is relevant to the details and circumstances of the claim and previous medical history. If the vet charges you for this information you will have to pay.
- 9. If there is any other insurance under which you are entitled to make a claim, if the claim is payable we will only pay our share of the claim. You must tell us the name and address of the other insurance company and your policy number with them and any other information we may require.
- 10. If you have any legal rights against another person in relation to your claim, we may take legal action against them in your name at our expense. You must give us all the help you can and provide any documents we ask for.
- 11. When we offer further periods of insurance we may change the premium and the policy Terms and Conditions.
- 12. Your pet is only covered under this policy if you pay the premium. When we settle your claim, we will deduct any unpaid premiums from the claim or any other amount due to us.
- 13. You agree that any vet has your permission to release any relevant information we ask for about your pet in relation to your claim. If the vet makes a charge for this, you must pay the charge.
- 14. We will not guarantee on the phone if we will pay a claim. You must send us a claim form that has been fully completed and we will then write to you with our decision.
- When you make a claim you agree to give us any information we may reasonably ask for, in support of your claim.
- 16. The law of England and Wales will apply to this contract.
- The language of the policy and all communications relating to it will be in English, unless we otherwise agree in writing.

18. You agree to pay translation costs for any documentation not written in

English.

Fraud

Fraud increases your premium and the premiums of all policyholders. If you:

- Provide **us** with false information in relation to a claim.
- Make a false or exaggerated claim with us. or
- Make any claim with us which involves your dishonesty,

We will not pay your claim and we may cancel the policy immediately and backdate the cancellation to the date of the fraud or when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out. If we pay a claim and subsequently find the claim was fraudulent, you must repay us the full amount.

Monthly payments

If you are paying the premium using a monthly credit facility, you must make the regular monthly payments as required in the credit agreement. If you do not do this we may cancel this insurance as set out in the 'Cancelling this policy' section of this policy booklet.

Cancelling this policy

Your right to cancel

Following the expiry of your 14 day statutory cooling off period, you continue to have the right to cancel your policy at any time during its term.

If you do so, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover and provided you have not made a claim. If you have made a claim, you will not be entitled to a refund of the premium paid, in respect of the cancelled cover.

To cancel please contact 01423 535 040 or write to the following address:

NCI Pet Insurance, 4th Floor, Clarendon House, Victoria Avenue, Harrogate, HG1 1JD

Our right to cancel

We (or any agent we appoint and who acts with our specific authority) may cancel this policy where there is a valid reason for doing so, by sending at least 7 days written notice to your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non-payment of premium (including non-payment of instalments under a monthly credit facility). If premiums are not paid when due, we will initially contact you, advising that your policy premiums have fallen into arrears. We will then write to you, requesting payment by a specific date. If we receive payment by the date set out in the letter we will take no further action. If we do not receive payment by this date we will cancel the policy from the cancellation date shown on the letter. If $you\ \mbox{miss}$ an instalment payment, $you\ \mbox{}$ must pay the outstanding amount within 14 days of the date detailed on the letter. If we do not receive your payment within 14 days from this date, your insurance will automatically stop and we will make no further claim payments.
- Where you have not taken reasonable care to provide complete and accurate answers to the questions we ask. See the 'Information and changes we need to know about' section in this policy booklet.

If we cancel the policy under this section, and you have not made a claim, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover, unless the reason for cancellation is fraud and/or we are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Important Note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where our investigations provide evidence of fraud or a serious non-disclosure we may cancel the policy immediately and backdate the cancellation to the date of the fraud or when vou provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If your policy is cancelled or comes to an end for any other reason all cover for your pet will stop on the date the policy is cancelled/ends and no further claims will be paid.

Customers with disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact Customer service on 01423 535 040 (between 9am and 8pm weekdays and 9am and 5pm on Saturdays, excluding public and bank holidays) or alternatively write to: NCI Pet Insurance, 4th Floor, Clarendon House, Victoria Avenue, Harrogate, HG1 1JD

SECTION D:

GENERAL EXCLUSIONS

The following exclusions apply to all sections of the policy in addition to the exclusions, limitations and conditions detailed under each relevant Section

- Any amount or expense resulting from a pre-existing condition where before the start of this insurance, in our reasonable opinion, the insured was aware, or should have been aware, that a claim was likely to be made.
- Costs arising from preventative and elective treatment or diagnostics, routine examinations, vaccination, spaying, castration, pregnancy or giving birth
- 3. Any pet less than 6 weeks old.
- Dogs used for security, guarding, track racing or coursing.
- 5. Any dog that is, or is crossed with, a Pit Bull Terrier, Dogo Argentino, Perro De Presa Canario, Dogo Canario, Japanese Tosa, Fila Brasileiro, Czechoslovakian Wolfdog, Saarloos Wolfhound/Wolfdog or any wolf hybrid.
- 6. Any amount if you break the UK laws or regulations, including those relating to animal health or importation.
- 7. Any amount if your pet is confiscated or destroyed by government or public authorities or under the Animals Act 1971 United Kingdom because it was worrying livestock. This includes any further amendments to this Act.
- 8. Any costs incurred because the Department for Environment, Food and Rural Affairs (DEFRA) have put restrictions on your pet.
- Any loss as a result of an act of force or violence for political, religious or 9. ideological reasons, war, riot, revolution or any similar event, including any chemical or biological terrorism.
- Any dog that must be registered under the Dangerous Dogs Act 1991, the Dangerous Dogs (Amendment) Act 1997 or any further amendments to this
- 11. Legal expenses, fines and penalties connected with or resulting from a Criminal Court Case or an Act of Parliament
- 12 Any amount resulting from a disease transmitted from animals to humans.
- Any amount you recover from any other insurance or amounts that can be recovered from anywhere else.
- Any amount not supported with receipts or other proof of payment requested by us.

SECTION E:

IN THE EVENT OF A COMPLAINT

Complaints procedure

Our promise of service

Our goal is to give excellent service to all customers but we realise that things do go wrong occasionally. We take all complaints very seriously and aim to resolve all our customer's problems promptly. To ensure the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain?

- We will acknowledge your complaint promptly. We aim to resolve all complaints as quickly as possible.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you to seek resolution. You should first phone Customer Services on 01423 535 040.

Or write to: The Complaints Manager NCI Pet Insurance 4th Floor Clarendon House Victoria Avenue Harrogate HG1 1JD

Email: complaints@4Paws.co.uk

We will confirm receipt of your complaint by telephone or email by the next working day, and do our best to resolve the problem within 3 working days from the date we receive your complaint.

If we are unable to resolve your complaint within 3 working days, we will send you a communication, either verbally, by email or in the post (depending on the method of communication you prefer) explaining why we have been unable to resolve your

complaint, and the steps we intend to take to resolve the issue as rapidly as possible.

We aim to conclude our enquiries and provide a Final Response Letter to you within 8 weeks from the date your complaint was received. We will keep you regularly informed of our progress towards resolving your complaint, and may need to contact you during this time to request or verify information relating to your complaint.

Financial Ombudsman Service (FOS)

If the differences between us remain unresolved, or you have not received a Final Response Letter from us within 8 weeks from the date your complaint was received, you may refer your complaint to the FOS. You can ask the FOS to review your complaint if for any reason you are still dissatisfied with our Final Response, or if a Final Response Letter has not been issued within 8 weeks from the date of your complaint.

Details for contacting the FOS are:

The Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR

Tel: 0800 023 4567 from a landline or 0300 123 9123 from a mobile Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

Please note that you have six months from the date you receive our Final Response Letter in which to refer your complaint to the FOS. The FOS is an independent body that arbitrates on complaints about general insurance products.

The FOS will only consider complaints after we have issued a Final Response, or if a Final Response Letter has not been issued to you within 8 weeks from the date of your complaint. Following this procedure will not affect your legal rights.

Please quote your policy number in any communication.

Data protection

We will use the information you have provided for the purposes of fulfilling the insurance contract. Your information will be held for no longer than is necessary. By providing this information, you consent to our processing personal and sensitive data about you where this is necessary or appropriate.

Your data may be sent to other companies in our group or companies acting on our instructions, including those located outside of the European Economic Area.

You are entitled to a copy of the information that is held about you. A reasonable administration fee will be charged for providing this information and any request for information should be made in writing to our Data Protection Officer at: dpo@ncionline.co.uk